

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2019-295-T - ORDER NO. 2019-____
____, 2019

IN RE: Application of Gamecock Moving, LLC to) ORDER APPROVING
Amend Tariff) AMENDED TARIFF

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Gamecock Moving, LLC (“Gamecock Moving,” “Applicant” or “Company”) to amend the Company’s tariff. Concurrent with filing of its Application, Gamecock Moving filed a request for waiver of publication of notice of the Application. Gamecock Moving presently holds a Class E Certificate of Public Convenience and Necessity to transport household goods in South Carolina pursuant to the authority granted by this Commission. *See* Order 2018-169, Docket No. 2017-103-T.

By its Application, filed April 19, 2018, Gamecock Moving seeks approval to amend certain rates and to make various changes to other charges and terms and conditions of the Company’s current tariff. Gamecock Moving also moved for waiver of notice, which was granted pursuant to S.C. of Regs. 103-803. *See* Order 2019-672.

In considering the Company’s Application, we note that no other parties have filed in opposition to the tariff changes proposed by the Company. ORS completed an audit and had no objection to the changes to the tariff. In the absence of an objection, we approve the Company’s Application to amend its current tariff.

IT IS THEREFORE ORDERED THAT:

1. The Application of Gamecock Moving, LLC to amend its tariff is approved, subject to compliance with all applicable statutes, rules, and regulations. The approved revised tariff is attached as Order Exhibit 1.

2. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

Swain E. Whitfield
Chairman

ATTEST:

Justin T. Williams
Vice Chairman

EXHIBIT 1

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Gamecock Moving, LLC. These services are furnished between points and places in the state of South Carolina.

SECTION 1**1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below, plus actual travel time. The clock starts at the appropriate hourly rate when the movers arrive at the client’s house. The clock stops once the truck is completely emptied. Time is calculated to the minute.

<u>Number of Movers</u>	<u>Weekdays</u>	<u>Weekends (Friday-Sunday)</u>
Two Movers and a Truck	\$100.00	\$110.00
Three Movers and a Truck	\$130.00	\$140.00
Four Movers and a Truck	\$160.00	\$170.00

*** Any additional movers(s) will cost an additional \$30.00 per hour per mover.**

****There is a two-hour minimum. Jobs that take less than 2 hours to complete will still be charged for 2 hours of labor.**

Two Trucks Hourly Rate: Starts @ \$210.00/hr., (Monday-Thursday) or \$220/hr. (Friday- Sunday) minimum of 4 movers. Each additional mover will be an additional \$30.00 an hour, and each additional truck will be an additional \$50.00 an hour.

“Down Time” We understand our customers can be held up sometimes. If there is an unexpected delay that causes us to wait before we can unload the truck(s) once we’ve arrived at a destination, Gamecock Moving will charge HALF the tariffed rate for this Down Time.

1.2 Pricing for Packing Materials:

1. Boxes (Small, Medium, Large) = \$2.00 per box;
2. Wardrobe Box = \$15.00 per box;
3. Brown Packing Paper (30in x 24in) = \$10.00 per roll;
4. Bubble Wrap (12in x 10in) = \$5.00 per roll;
5. Tape = \$4.00 per roll
6. Shrink Wrap = \$20/roll
7. Mattress Bags = \$10/bag
8. Mirror Carton Box = \$5/carton (includes 4 pieces)
9. Paper Pads = \$5/pad

- 10. Wine/Bottle Boxes = \$10/box
- 11. TV Boxes = \$25/box
- 12. Tall Boxes (for rugs, carpet rolls, fishing poles) = \$5/box
- 13. Picture Boxes = \$10/box

1.3 Travel Fees.

Travel will be calculated based upon the distance in miles from the time our truck leaves the lot until the truck returns to the lot after the conclusion of the move.

- \$1.50 x total miles = Travel per truck.

1.4 Overnight Storage Fees: \$150.00 per night, per truck. Packing/unpacking jobs will follow the one truck hourly rate as listed above.

1.5 Other Services:

1.5.1 Optional Floor Protection

\$50 per move for Floor Protection - (this Floor Protection Fee will include floor protection with special padding throughout the house, for both the load and unload)

1.5.2 Optional Door Jam Protection

\$50 per move for Door Jamb Protection (this includes installation of special padding on 2 Door Jams for each side of the doorway, for both the load and unload)

1.5.3 Small Deliveries:

\$150 flat fee for small deliveries - (1-5 items, up to 500 lbs. total) within Richland, Lexington and Sumter Counties.

1.5.4 Furniture Blanket Rental Program:

Customers may rent furniture blankets to protect their household goods in storage at a rate of \$15 per blanket per year (1-year minimum payment).

1.6 Credit Card Fees:

There will be a 3% processing fee added to every credit/debit card transaction.

1.7 Chargebacks and Returned Checks

- 1.7.1 Credit Card Chargebacks: \$75 Non-Refundable Fee for any chargebacks (NSF, Criminal Fraud, etc.) from using a credit or debit card for payment.
- 1.7.2 Returned Checks: \$75 fee for any checks returned for insufficient funds.

1.8 Discounts:

- 1.8.1** 10% discount to all **Prisma Health** employees (only valid with a current employee ID);
- 1.8.2** 10% discount to all **college students** currently enrolled in classes (only valid if the student books the job and has a current school ID); and
- 1.8.3** 10% discount for all **military personnel** (only valid with ID & dependents are excluded from this discount).

1.9 Additional Fees: Additional fees are charged to move heavier items weighing more than 300lbs, such as gun safes and pianos. (\$100 per gun safe/piano).

1.10 Other: Gamecock Moving, LLC may refuse to move certain items, such as grand pianos, pool tables, and other items weighing over 600 lbs. if they pose a high risk of injury or liability.

SECTION 2**2.0 Additional Services**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Elevator or Stair Carry

Gamecock Moving, LLC does not charge an additional fee for elevator or stair carry.

2.2 Excessive Distance or Long Carry Charges

Gamecock Moving, LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.3 Pick Up and Delivery

Gamecock Moving, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.4 Packing and Unpacking

Gamecock Moving, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate, plus the price of packing materials, as listed in Section 1.2.

2.5 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

SECTION 3

3.0 Damages and Claims.

The following provisions govern damages and claims.

3.1 Making a Claim.

All claims for visible loss, damage, or overcharge must be written and should be attached to the Bill of Lading. The claimant must notify the carrier of all claims for concealed damage within 30 days of the move. Gamecock Moving, LLC must be given reasonable opportunity to inspect damaged items.

3.2 Right to Repair.

Although our movers will be careful with your possessions, damages may occur. If damages are caused by our service, Gamecock Moving, LLC reserves the right to repair the damaged items in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Gamecock Moving, LLC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.3 Damaged Goods.

In consideration of the rate charged it is mutually agreed and understood that the liability of Gamecock Moving, LLC with respect to loss and/or damage of the consigned goods is limited to 60 ¢ per pound. Gamecock Moving, LLC shall not be liable in any event for any special or consequential damages including but not limited to loss of profits, income utility or market whether or not Gamecock Moving, LLC had knowledge that such damage might be incurred.

3.4 Excluded Items.

Gamecock Moving is NOT LIABLE under any circumstances for damage in excess of the amount provided in Section 3.3 to: (1) refrigerators (2) appliances (3) exercise equipment (4) particleboard furniture (5) wood floors (6) laminate flooring (7) glass furniture items (8) contents of containers not packed by our movers, (9) the customers home, building or land of any sort (10) marble (11) bicycles (12) ceramics (13) plants (14) lamps & lamp shades (15) vacuum cleaners (16) electronics (17) glassware of any kind (18) pictures (19) mirrors. We strongly recommend transporting items 11-19 on your own.

3.5 Appliances.

Gamecock Moving is NOT LIABLE for damaged functionality of appliances resulting from disassembling, assembling, or transporting. Please double-check appliance connections as we are not responsible for water leaks. Gamecock Moving will not disconnect or install appliances.

3.6 Items of Particular Value

Gamecock Moving, LLC is NOT LIABLE for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured therefrom. Gamecock Moving, LLC will not accept responsibility for safe delivery of such articles if they come into Gamecock Moving, LLC's possession with or without Gamecock Moving, LLC's knowledge.

3.7 Acts of God.

Gamecock Moving, LLC is NOT LIABLE for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

3.8 Other Limitations of Liability.

In some cases, tracking soil into flooring is inevitable, thus we are not responsible for any resulting damage. Gamecock Moving's liability for damage on "load only" jobs (no transportation of goods performed by Gamecock Moving) terminates once the truck has been loaded. We highly recommend contacting your insurance agent to obtain a moving endorsement for your current policy.

3.9 Disputes.

Any legal dispute or claim against Gamecock Moving must be brought in the Richland County Magistrate's Court if the amount in controversy is less than \$7,500 or in the Richland County Circuit Court if the amount is more than \$7,500. All disputes shall be governed by South Carolina law, and recovery is limited to the actual value of the household goods that are damaged or destroyed. Gamecock Moving, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Gamecock Moving, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

SECTION 4**4.0 Governing Publications**

Gamecock Moving, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

SECTION 5**5.0 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of Gamecock Moving, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2017-295-T
CERTIFICATE OF SERVICE

I, **CARL E. BELL**, hereby certify that I have, on this **10th day of October 2019**, served the **Application of Gamecock Moving, LLC, to Amend Tariff and Order Approving Amended Tariff**, upon the parties listed below by electronic mail to the following person(s) and addresses:

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Columbia, South Carolina
October 10, 2019